

IN WITNESS WHEREOF, the Employer and Acordia National have
caused this Agreement to be executed by their respective proper corporate officers,
effective as of the 15th of October, 2002

COUNTY OF MONROE

By [Signature]
Mayor Charles "Sonny" McCoy
Its _____

ATTEST: _____

(SEAL)
ATTEST: SONNY L. KOLHAGE CLERK
[Signature]
DEPUTY CLERK 9.18.02

ACORDIA NATIONAL

By Kel H. Legg
Its CHIEF OPERATING OFFICER

ATTEST: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
SUZANNE A. HUTTON

DATE 9/04/02

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
SUZANNE A. HUTTON

DATE 10/07/02

FILED FOR RECORD
2002 OCT 28 PM 1:07
DAVID L. KOLHAGE
CLERK, CIR. CT.
MONROE COUNTY, FLA.

**INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
Acordia National**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person

\$500,000 per Occurrence

\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL2

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Acordia National

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC2

**PROFESSIONAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Acordia National

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$500,000 per Occurrence/\$1,000,000 Aggregate

PRO2

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Acordia National

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL2

**EMPLOYEE DISHONESTY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
Acordia National**

The Contractor shall purchase and maintain, throughout the term of the contract, Employee Dishonesty Insurance which will pay for losses to County property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others.

The minimum limits shall be:

\$100,000 per Occurrence

ED2

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Acordio National

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Rip H. Legg

Bidder's Signature

9/7/01

Date

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

I, Richard H Legg of the city
of Acordia National according to law on my oath, and under
penalty of perjury, depose and say that;

1) I am Richard H Legg, the bidder making the
Proposal for the project described as follows:

Health Benefit Plan Claims Administration

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

STATE OF West Virginia

Richard H. Legg
(Signature of Bidder)

COUNTY OF Kanawha

09/07/01

DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

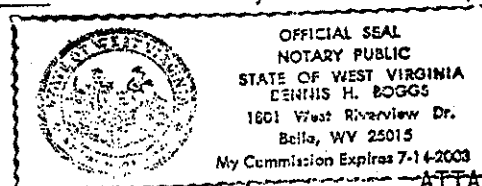
Richard H. Legg who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

7 day of Sept, 15 2001.

Dennis H. Boggs
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #1



ATTACHMENT D

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Richard H Legg warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance no. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Richard H. Legg
(signature)

Date: 09/07/01

STATE OF West Virginia

COUNTY OF Kanawha

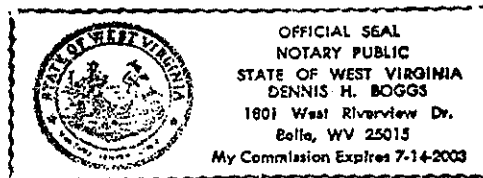
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Richard H. Legg who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 7 day of Sept., 2001.

Dennis H. Boggs
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



ATTACHMENT E

ADMINISTRATIVE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 8th of September
by and between Monroe County (hereinafter called "Employer") and ACORDIA
NATIONAL of 602 Virginia Street, East, Charleston, WV 25301, is hereinafter set forth:

WITNESSETH

WHEREAS, Employer has established an employee welfare benefit plan (hereinafter called "Plan") for the purpose of providing medical, dental, vision, utilization review, Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and other benefits for its employees;

WHEREAS, Employer desires to engage the services of Acordia National as agent for the Employer for the purpose of effecting claim administration under its Plan; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties hereto agree as follows:

- 1) The effective date of the Employer's Plan shall be October 1.
- 2) The Plan Year shall be from October 1 thru September 30 of each year.
- 3) The Employer's Tax Identification Number is 596000749
- 4) For each Plan Year, the Employer shall provide monies sufficient to pay benefits under the Employer's Plan on a timely basis. "Timely" shall be defined as within thirty (30) days of Acordia National's notification, oral or written, that benefit claims have been processed for payment. In the event Employer shall fail to provide sufficient monies to fund its claims in a timely

manner, a ten percent (10%) surcharge shall be added to the monthly administrative fee due Acordia National, which surcharge shall become chargeable beginning on the thirty-first (31st) day after Acordia National's notification, as described herein. Employer acknowledges and agrees that Acordia National shall not have any financial duty or responsibility to release claim payments if Employer has not sufficiently funded the same.

5) Employer acknowledges and agrees that Acordia National shall not have any financial duty or responsibility to see that the Employer deposit meets the Employer's Plan requirements; however, Acordia National shall keep the Employer advised as to the amount of deposit needed to meet said requirements on a timely basis. Employer further acknowledges and agrees that Acordia National shall not be deemed a fiduciary for the Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA").

Accordingly, the services to be performed by Acordia National hereunder shall be limited to the ministerial services set forth herein and the performance by Acordia National shall be subject in all respects to review by Employer within the framework of Plan provisions as well as policies, interpretations, rules, practices and procedures established by Employer. Acordia National shall not have any discretionary authority or control with regard to the management of Plan assets. To the extent permitted by law, Acordia National shall not incur any liability for any acts or for failure to act except for its own willful misconduct in administering the Plan.

6) The monthly capitation fee for administrative services will be:

	<u>October 1, 1999</u>		<u>October 1, 2000</u>	
Medical Claims Administration	9.48	PEPM*	9.70	PEPM
Dental Claims Administration	1.65	PEPM	1.70	PEPM
Vision Claims Administration	0.38	PEPM	0.39	PEPM
Pre-certification Administration	PERFORMED BY KPHA			
HIPAA Administration	0.36	PEPM	0.37	PEPM

* Per Employee, Per Month

The above monthly capitation fee for October 1, 2000 shall apply to renewal effective October 1, 2001.

Payment of the fees established above is due from the Employer on or before the 10th day of each month, beginning on the 10th day of October, 1999. The fee quoted may be increased by Acordia National upon thirty (30) days prior written notice to Employer, with any such increase to become effective automatically following such notice period. Acordia National reserves the right to initiate price increases without prior written notice on any renewal date of this Agreement. The cost of any additional services rendered by Acordia National on behalf of the Employer necessitated by a change in federal or state law will also be charged to the Employer in addition to the monthly fee.

Acordia National shall provide generic enrollment forms, claim forms and other administrative and plan forms. In the event Employer desires customized administrative and plan forms, Acordia National will direct the printing of same, however, the cost of such printing shall be paid solely by the Employer.

7) Acordia National shall provide the following services in connection with the administration of Employer's Plan(s):

- a) Provide assistance to enroll all eligible Employees (as defined in the Employer's Plan) in Employer's Plan, as agreed with Employer;
- b) Design and obtain other coordinating or supplemental types of insurance coverage, where necessary, as requested by Employer in writing;
- c) Assist and advise employer in revising Plan Document. Provide prototype Plan Documents and Identification Cards (ID Cards) for the Employer. Arrange for printing and preparation of such documents. The cost of the printing will be the responsibility of the Employer;
- d) Conduct informational programs for all eligible Employees to fully explain the benefits available under the Employer's Plan, as requested by Employer;
- e) Respond to telephone and mail inquiries from Plan participants regarding benefits available to them and their dependents;
- f) Provide information concerning Plan benefits and participants, based upon information provided by Employer;
- g) Review and analyze all claims and determine whether the charges of health care providers submitted are within

reasonable payment guidelines and/or are related to diagnostic related groups, preferred provider organization agreements or other industry standards;

h) Correspond with claimants, as necessary, to process claims and to ascertain whether other coverage exists which might pay the claim in whole or part;

i) Receive, review, and administer all claims for benefits under the Employer's Plan, including the evaluation of claims made; standard evaluation of the eligibility status of all claimants, coordination of and at least annual auditing of the utilization Review and Case Management function, provide the County with results of Utilization Review audit, appropriate Coordination of Benefits evaluation of all claims, supply data to Health Recoveries, Inc. necessary for subrogation and other functions usual to the efficient and cost effective administration of claims;

j) Aid the employer in developing an efficient claims control program;

k) Provide information, on request, for the completion by the Employer of all necessary IRS and ERISA filings;

l) Provide Employer with a monthly report of claims paid;

- m) Do all things necessary to properly effect the responsibilities of a claims administrator under the Employer's Plan, provided that all such actions/non-actions not otherwise required by this Agreement shall first be approved by Employer.
 - n) Provide assistance and resources to Monroe County in identifying, analyzing and maintaining the Employer's Plan in accordance with state and federal laws, industry standards, regulations and changes that affect the Plan;
 - o) Report all potential excess claims to the excess insurer, and provide Employer with monthly updates;
 - p) Make documents available to the Employer and/or their Consultants for periodic audit of files for accuracy and efficiency of Acordia National's claims administration, and;
 - q) Process, authorize, and issue payment of all complete and eligible claims within twenty (20) days of receipt;
 - r) Provide the County with adequate training and make available access to its on-line computerized claim system.
 - s) Acordia agrees that this contract is not assignable by Acordia without prior written permission from Monroe County.
- 8) Acordia National shall provide COBRA administration services, if desired by Employer (check one blank below). It is agreed and understood that COBRA administration services are provided for medical and dental plans only and are not provided for 125 Reimbursement Account Plans.

Applicable _____

Non-applicable X

In the event Employer desires Acordia National to provide COBRA administration services, Acordia National agrees to:

- a) Provide initial notification of continuation of coverage option to all employees;
- b) Provide notification, enrollment information and enrollment forms to all qualified beneficiaries within 14 days of notification by Employer of a qualifying event;
- c) Provide monthly billing and collection services for all qualified beneficiaries who elect to continue coverage under the program and supply monthly reports of premiums collected by Employer;
- d) Track participating beneficiaries and notify them of their right to convert if a conversion option is available under Employer's Plan;
- e) Process all claims for continuing beneficiaries under a segregated category and report, through regular monthly reporting series, claims experience of continuing beneficiaries (COBRA claims will be aggregated during the normal check processing cycle but reported separately at month's end);

- f) On an annual basis, at the beginning of Employer's Plan Year, provide rates to be charged continuing participants for coverage in the new Plan Year;
- g) Provide prototype language to be included in the Plan document to ensure compliance with COBRA legislation;
- h) Provide prototype language for inclusion in Employer's Summary Plan Description and coordinate, at Employer's option, the printing of new plan booklets at employer's expense; and
- i) Mail all correspondence to Plan participants or qualified beneficiaries directly to the last known address of the employee and/or dependent by first class mail.

In consideration for receipt of these services from Acordia National, Employer agrees to:

- a) Notify Acordia National within thirty (30) days of qualifying events for which the Employer has knowledge.
Qualifying events include:
termination of employment or any reason short of gross misconduct; and employee's reduction of work hours, the Employer's filing for reorganization under Chapter XI of the Bankruptcy Code; an employee's divorce or legal separation; death of an employee; an employee's child ceasing to be a dependent; and a beneficiary's entitlement to Medicare. If the Employer is not

notified and does not have knowledge of a qualifying event, the employee has sixty (60) days from the qualifying event in which to notify Acordia National of the same to be eligible or the continuation of coverage option; and

- b) Notify Acordia National of any address changes or other pertinent information regarding employee participation in the Employer's Plan(s) to allow Acordia National to properly fulfill the requirements of COBRA legislation.

It is acknowledged by employer that future legislation related to continuation of benefit coverage or other matters not currently required by COBRA legislation and COBRA regulations on the date of this Agreement may necessitate an adjustment in the fee for COBRA administration.

9) In the event Employer does not desire COBRA administration services by Acordia National, but instead the development of COBRA rates applicable to its Plan, Acordia National shall provide the same upon terms, and for a fee, to be agreed upon between Employer and Acordia National.

10) Acordia shall provide the following services related to HIPAA administration for the Employer's Plan:

- a) Provide for the Employer's review, prototype modifications to the plan document and SPD (Booklet) to address HIPAA requirements;

- b) Perform programming required to the Multi-Claim System to track the applicable eligibility information and maintain credited coverage information on both a current and future basis;
 - c) Coordinate the receipt of all certificates of coverage, or other proof of coverage, for all new employees enrolling in the benefit plan;
 - d) Perform the administrative requirements to analyze the determination of pre-existing conditions and establish the waiting periods that would apply for all new employees and existing employees having pre-existing conditions;
 - e) Develop and distribute to all required parties the notifications and correspondence documenting pre-existing conditions;
 - f) Issue certificates of coverage for all employees and their dependents upon termination or upon request;
 - g) Prepare and distribute standard reports documenting completed HIPAA activities; and
 - h) Serve as an information resource for HIPAA questions.
- 11) Subrogation and Fee Negotiation:
- a) This will serve to confirm our understanding that the Employer desires to utilize the subrogation and related services offered by Healthcare Recoveries, Inc. in connection with the Employer's health plan.

b) The administrative fee for Acordia National's Fee

Negotiation Services with health care providers shall be 25% of savings.

12) In the absence of a designation by the Employer and except for disposition of disputed claims, Acordia National shall determine the manner in which payment of benefits shall be made as it shall deem it to be necessary and appropriate in accordance with provisions of Employer's Plan, and shall not be responsible in the exercise of such judgement in the absence of willful misconduct on the part of Acordia National.

13) To the extent required by law to purchase such coverage, the Employer shall name Acordia National as an additional insured under its fiduciary bond which shall be conditioned upon faithful performance of its duties hereunder, and such fiduciary bond shall in all respects comply with the requirements of the Employee Retirement Income Security Act of 1974, as amended.

14) Acordia agrees to defend, indemnify and hold harmless Employer against all claims, damages, liabilities and expenses actually and reasonably incurred or imposed on Employer in connection with any actual or threatened claim, action, suit, proceeding, settlement or compromise thereof which arises from Acordia's administration of claims under Employer Plan(s) other than in accordance with Plan provisions as well as the negligence, willful misconduct of Acordia, its employees, representatives, or agents. The right to be defended, indemnified and held harmless shall extend to Employer's affiliates as well as the employees of Employer, their estates, executors, administrators, guardians, conservators and heirs and shall apply after the employee ceases employment with Employer with respect to acts or omissions of Acordia prior to such cessation.